

# **KEWAUNEE COUNTY**

## **DENTAL BENEFITS**

**EFFECTIVE JUNE 1, 2005**  
**REVISED JANUARY 1, 2010**  
**REVISED JANUARY 1, 2011**

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## PLAN DESCRIPTION INFORMATION

1. Proper Name of Plan: Kewaunee County Dental Plan

2. *Plan Sponsor and Employer:* Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216  
Telephone: (920) 388-7164

This Plan is maintained under a collective bargaining agreement. A copy of the agreement may be obtained on written request and is available for examination.

3. Plan Administrator and Named Fiduciary:

Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216  
Telephone: (920) 388-7164

4. *Employer Identification Number:* 39-6005708

5. The Plan provides dental benefits for participating *employees, retirees*, and their enrolled *dependents*.

6. Plan benefits described in this booklet are effective June 1, 2005; revised January 1, 2010; revised January 1, 2011.

7. The *Plan year* is June 1 through May 31 of each year. The fiscal year and benefit plan period is January 1 through December 31 of each year.

8. Service of legal process may be served upon the Plan Administrator as shown above or the following agent for service of legal process

Kewaunee County  
Attention: County Clerk  
810 Lincoln Street  
Kewaunee, WI 54216

9. The *Plan Manager* is responsible for performing certain delegated administrative duties, including the processing of claims. The *Plan Manager* is:

HumanaDental Insurance Company  
1100 Employers Boulevard  
Green Bay, WI 54344  
Telephone: (920) 336-1100  
Toll Free: 1-800-233-4013

## Plan Description Information Continued

10. This is a self-insured and self-administered dental plan. The cost of the Plan is paid with contributions shared by the *employer* and the *employee*. Benefits under the Plan are provided from the general assets of the *employer* and are used to fund payment of covered claims under the Plan plus administrative expenses. Please see *your employer* for the method of calculating contributions and the funding mechanism used for the accumulation of assets through which benefits are provided under this Plan.
11. Each *employee* of the *employer* who participates in the Plan receives a *Summary Plan Description*, which is this booklet. This booklet will be provided to *employees* by the *employer*. It contains information regarding eligibility requirements, termination provisions, a description of the benefits provided and other Plan information.
12. The Plan benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the *Plan Sponsor*. Significant changes to the Plan, including termination, will be communicated to participants as required by applicable law.
13. Upon termination of the Plan, the rights of the participants to benefits are limited to claims incurred and payable by the Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the participating *employees* and their *dependents* covered by the Plan, except that any taxes and administration expenses may be made from the Plan assets.
14. The Plan does not constitute a contract between the *employer* and any *covered person* and will not be considered as an inducement or condition of the employment of any *employee*. Nothing in the Plan will give any *employee* the right to be retained in the service of the *employer*, or for the *employer* to discharge any *employee* at any time. It is provided, however, that the foregoing will not modify the provisions of any collective bargaining agreement which may be made by the *employer* with the bargaining representative of any *employees*. A copy of the collective bargaining agreement will be made available by the *employer* for review, upon written request.
15. This Plan is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

## SCHEDULE OF BENEFITS

NOTE: Italicized terms within the text are defined in the Definitions section of this booklet.

*Covered expenses* are payable on a *maximum allowable fee* basis.

This schedule provides a brief overview of Plan benefits and is not a complete description. Refer to the text for a detailed description of *your* Plan benefits.

SCHEDULE OF DENTAL BENEFITS		
Individual <i>Maximum Benefit</i>	Preventive, Basic, Major Restorative and Prosthodontic <i>Services</i>	\$1,000 per <i>calendar year</i>
Preventive <i>Services</i>	<i>Covered expense</i> is payable at 100%.	
Basic <i>Services</i>	<i>Covered expense</i> is payable at 100%.	
Major Restorative <i>Services</i>	<i>Covered expense</i> is payable at 50%.	
Prosthodontic <i>Services</i>	<i>Covered expense</i> is payable at 50%.	
Individual Lifetime <i>Maximum Benefit</i> for Orthodontic <i>Services</i>	\$800 Only for covered <i>dependent</i> children to age nineteen (19).	
Orthodontic <i>Services</i>	<i>Covered expense</i> is payable at 50%.	

NOTE: Certain *services* may be covered under *your* medical plan. The medical plan would pay as primary and the dental plan would pay as secondary.

## PREDETERMINATION OF BENEFITS

If *expense incurred* in performing a dental *service* or one (1) series of dental *services* can reasonably be expected to be \$300 or more, the Plan recommends *you* or the provider submit those charges for a *predetermination of benefits*. The *Plan Manager* will advise *you* and the provider what expenses will be covered under the Plan. The *Plan Manager* will take into account alternate procedures, *services*, or courses of treatment based upon professionally endorsed standards of dental care. A *predetermination of benefits* is not a guarantee of benefits. *Services* will be subject to all terms and provisions of the Plan at the time treatment is rendered.

If treatment is to commence more than one-hundred-eighty (180) days after the date treatment is authorized, the *Plan Manager* will recommend *you* to submit another treatment plan.

Before *you* schedule dental appointments, *you* should discuss with *your dentist* the amount to be paid by the Plan and *your* financial obligation for the proposed treatment.

## **Schedule of Benefits Continued**

### **ALTERNATE SERVICES**

If two (2) or more *services* are considered to be acceptable to correct the same dental condition, the benefits payable will be based on the *covered expenses* for the least expensive *service* which will produce a professionally satisfactory result as determined by the *Plan Manager*.

If *you* or *your dentist* decide on a more costly treatment than the *Plan Manager* has determined to be satisfactory for treatment of the condition, benefits will be limited to the lesser of the *maximum allowable fee* charge and are subject to the coinsurance for the least costly treatment. The excess amount will not be paid by the Plan.

## **DENTAL BENEFITS**

### **COINSURANCE INFORMATION**

This section describes benefits for *covered expenses*. *Covered expense* means *expense incurred* by *you* for the *services* stated within. The expense must be incurred while *you* are covered for that benefit under the Plan. *Covered expenses* are payable on a *maximum allowable fee* basis at the coinsurance percentages and up to the *maximum benefits* shown on the Schedule of Benefits.

### **COINSURANCE**

Coinsurance means the shared financial responsibility for *covered expenses* between the *covered person* and the Plan.

Benefits are payable at the applicable percentage rate shown on the Schedule of Benefits each *calendar year*.

### **LIFETIME MAXIMUM - (Orthodontic Services Only)**

Lifetime maximum means the maximum amount of benefits available while *you* are covered under the Plan. The lifetime *maximum benefit* is stated on the Schedule of Benefits. Under no circumstances does lifetime mean during the lifetime of the *covered person*.



## DENTAL COVERED EXPENSES

For all *covered expenses*, the following *services* will be considered a combined part of the entire dental *service* rather than a separate *service*:

1. Study models/diagnostic casts
2. Occlusal adjustments.

For all *covered expenses*, the following *services* will be considered an integral part of the entire dental *service* rather than a separate *service*:

1. Pulp caps/bases
2. Temporary dental *services*
3. Treatment plans
4. Irrigation
5. Tissue preparation associated with impression or placement of a restoration.

## PREVENTIVE SERVICES

Oral evaluations.

Cleanings (routine prophylaxis).

Bitewing x-rays.

Miscellaneous x-rays including but not limited to periapical x-rays.

Full mouth or panoramic x-rays.

Topical fluoride. A prophylaxis performed in conjunction with a fluoride treatment is considered a separate dental *service*.

Sealants.

Space maintainers. For fixed or removable appliances to maintain a space created by the premature loss of a primary tooth or teeth.

Pre-diagnostic detection of abnormal cells (ViziLite) for all *covered persons* age forty (40) and older. Limited to one (1) per *calendar year*.

## BASIC SERVICES

Problem-focused evaluation (*emergency* evaluation).

Palliative (*emergency*) treatment for relief of dental pain.

Fillings.

## Basic Services Continued

Stainless steel crowns on primary teeth.

Nitrous oxide.

Local anesthesia.

General anesthesia or IV sedation when administered by a *dentist* for the following:

- *Dependent* children age four (4) and younger;
- *Medically necessary* in conjunction with a covered oral surgical procedure;
- *Covered person* with mental or developmental disabilities; or
- Medical condition that presents a high risk to the patient.

**NOTE:** Patient management or apprehension is not considered *medically necessary*.

Extractions (e.g.: routine and surgical extractions of erupted teeth).

Oral surgery (e.g.: surgical extractions of impacted teeth), including pre- and post-operative care.

Drug injections, when done in conjunction with oral surgery.

Periodontal evaluations are covered with no frequency.

Periodontal maintenance (cleanings). Is not a *covered expense* if performed within three (3) months of periodontal scaling and root planing, and/or periodontal surgery.

Periodontal scaling and root planning. Is not a *covered expense* if performed within three (3) months of periodontal surgery.

Periodontal surgery, including three (3) months post surgical care. Limited to a maximum of once per quadrant per three (3) *calendar years*. If more than one (1) surgical *service* is performed on the same day, only the most inclusive surgical *service* performed will be considered a *covered expense*.

Site therapy. When the *covered person* has had prior periodontal therapy performed and pocket depths are 5mm or greater. Site therapy must be performed a minimum of four (4) weeks following active periodontal therapy. Site therapy is limited to once per tooth per twelve (12) months to a maximum of three (3) tooth sites per quadrant.

Provisional splinting.

Pulp test.

Pulpotomies on primary teeth.

### **Basic Services Continued**

Endodontics, including but not limited to root canals.

Recementation of inlays/onlays, crowns, bridges and veneers.

Occlusal guards, when done in conjunction with periodontal surgery.

### **MAJOR RESTORATIVE SERVICES**

Gold foil fillings and their maintenance/repairs.

Inlays or onlays and their maintenance/repairs.

Crowns and their maintenance/repairs.

Post/core build-ups for crowns.

Porcelain/ceramic/resin material. Limited to the upper or lower anterior and bicuspid teeth.

Veneers and their maintenance/repairs. Limited to the upper or lower anterior and bicuspid teeth.

### **LIMITATIONS FOR MAJOR RESTORATIVE SERVICES**

Replacement of a foil, inlay/onlay, crown or veneer will be a *covered expense* only if the existing foil, inlay/onlay, crown or veneer was installed at least five (5) years prior to its replacement and cannot be made serviceable, or if replaced as the result of an *accidental injury*.

### **PROSTHODONTIC SERVICES**

Installation and maintenance/repairs of removable or fixed bridgework.

Post/core build-ups for bridgework.

Installation and maintenance/repairs of partial and complete dentures, including six (6) months post-installation care.

Installation and maintenance/repairs of overdentures, including six (6) months post-installation care.

Procedures to reline and rebase, but not within six (6) months of the initial placement and not more than once per thirty-six (36) months.

Tissue conditioning, but not within six (6) months of the initial placement and not more than once per thirty-six (36) months.

## Prosthodontic Services Continued

### LIMITATIONS FOR PROSTHODONTIC SERVICES

The following Prosthodontic *Services* are a *covered expense* and subject to the following replacement frequencies:

Bridge	Once per five (5) years and unserviceable.
Partial Denture	Once per five (5) years and unserviceable.
Complete Denture	Once per five (5) years and unserviceable.
Overdenture	Once per five (5) years and unserviceable.

The above replacement frequencies will be waived if replaced as a result of an *accidental injury*.

### ORTHODONTIC SERVICES

Benefits for Orthodontic *Services* are payable as shown on the Schedule of Benefits. Benefits paid for orthodontic treatment, including any orthodontic benefits paid under any prior group dental plan, will not exceed the lifetime *maximum benefit* for Orthodontic *Services* as shown on the Schedule of Benefits.

If there was no prior group dental plan, orthodontic treatment in progress on *your* effective date will be prorated as described below by the *Plan Manager*, and will not exceed the lifetime *maximum benefit* for Orthodontic *Services* as shown on the Schedule of Benefits.

Orthodontic treatment means braces and necessary adjustments and *expense incurred* for:

1. Treatment and appliances for tooth guidance, interception and correction; including harmful habit appliances.
2. *Services* related to covered orthodontic treatment; including records.

Benefit payments for orthodontic treatment are prorated by the *Plan Manager* over the treatment period. The lesser of twenty-five percent (25%) of the total case fee or the *dentist's* fee will be allowed for the down payment. The balance is pro-rated quarterly over the treatment period. If for any reason the treatment plan is terminated before completion of the treatment, no further benefits are payable.

### LIMITATIONS FOR ORTHODONTIC SERVICES

Orthodontic *Services* are payable only for covered *dependent* children under age nineteen (19) at the time treatment commences.

## LIMITATIONS AND EXCLUSIONS

The Plan does not provide benefits for:

1. Treatment of any *accidental injury* that is sustained by an *employee* or a covered *dependent* that arises out of, or as the result of, any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required for the *employee* or covered *dependent*;
2. *Services* and supplies:
  - a. For which no charge is made, or for which *you* would not be required to pay if *you* were not covered under this Plan unless charges are received from and reimbursable to the United States Government or any of its agencies as required by law; or
  - b. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include *Medicare* or Medicaid); or
  - c. Furnished for a military service connected *accidental injury* by or under an agreement with a department or agency of the United States Government, including the Department of Veterans Affairs;
3. Any loss caused by or contributed to:
  - a. War or any act of war, whether declared or not; or
  - b. Any act of international armed conflict, or any conflict involving armed forces of any international authority;
4. Completion of forms or failure to keep an appointment with the *dentist*;
5. Replacement of lost, broken or stolen appliances or duplicate appliances;
6. Any *service* which is considered *cosmetic dentistry*, unless such *service* is necessary as a result of an *accidental injury*. The following are considered *cosmetic dentistry*:
  - a. Porcelain/ceramic/resin material on molar teeth. Alternate *services* will be applied allowing benefits for a noble metal restoration when a more costly material is utilized; or
  - b. Personalization or characterization of prosthetic devices;
7. Preventive control programs including but not limited to, oral hygiene instruction, plaque control, take home items or dietary planning;
8. Caries susceptibility testing, lab tests, anaerobic cultures, sensitivity testing;
9. Sterilization/infection control fees;

## Limitations and Exclusions Continued

10. Appliances or restorations for increasing vertical dimension, restoring occlusion, correction of congenital or developmental malformations, replacing tooth structure lost by attrition, abfraction, abrasion, or erosion, or fastening together of two (2) or more teeth for strength or stability by using crowns, inlays, onlays or other restorations;
11. Implants, including the prosthesis placed over the implant and adjustments of the prosthesis;
12. Fees for treatment by other than a *dentist*, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist. The treatment must be rendered under the supervision and guidance of the *dentist* in accordance with generally accepted dental standards;
13. Any hospital charges or for *services* of any anesthesiologist;
14. General anesthesia or IV sedation unless administered by a *dentist* for: a) *dependent* children age four (4) and younger; b) *medically necessary* in connection with a covered oral surgical procedure; c) a *covered person* with mental or developmental disabilities; or d) a medical condition that presents a high risk to the patient;
15. Prescription drugs or pre-medications. Consult *your* Medical Plan for coverage;
16. Major Restorative and Prosthodontic *Services* on other than permanent teeth;
17. Precision or semi-precision attachments;
18. *Services* not *dentally* or *medically necessary* or *services* which do not have uniform professional endorsement;
19. Orthodontic *Services* unless specified in the Schedule of Benefits;
20. The extent the expense exceeds the *maximum allowable fee* for the *service*, treatment or supply in the locality where furnished;
21. *Any expense incurred* prior to *your* effective date under the Plan or after the date *your* coverage under this Plan terminates;
22. Diagnosis and treatment of temporomandibular joint dysfunction (TMJ), including but not limited to charges for: TMJ exams, x-rays and consultations; TMJ surgery, kinesiographic analysis and muscle testing; TMJ splints and appliances; splint equilibration and adjustments or physical therapy for symptoms including but not limited to, headaches. Coverage for temporomandibular joint dysfunction may be available under *your* medical benefits. Refer to the Medical Section of this plan;
23. Osteotomies;
24. Veneers and their maintenance/repairs on molar teeth;
25. Athletic mouth guards;

## Limitations and Exclusions Continued

26. Stressbreakers;
27. Reline/repair of occlusal guards;
28. Consultations;
29. Full mouth debridement;
30. Pulpotomies on permanent teeth;
31. Stainless steel crowns on permanent teeth;
32. High noble metal. Alternate *services* will be applied allowing benefits for a noble metal restoration when a more costly material is utilized;
33. Any *service* which is experimental, investigational or for research purposes;
34. Any expense due to the *covered person's*:
  - a. Engaging in an illegal occupation; or
  - b. Commission of or an attempt to commit a criminal act;
35. Any *service* not specifically listed as a *covered expense*;
36. Taxes associated with dental *services*;
37. Any *covered expenses* to the extent of any amount received from others for the *accidental injuries* or losses which necessitate such benefits. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, workers' compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole.

## **ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE**

### **EMPLOYEE ELIGIBILITY**

*You* are eligible for coverage if the following conditions are met:

1. *You* are an *employee* who meets the eligibility requirement of the *employer*; and
2. *You* satisfy an eligibility period of thirty (30) calendar days of full-time employment; and
3. *You* are considered eligible by the *employer*.

*Your* eligibility date is the first of the month following completion of the eligibility period.

### **EMPLOYEE EFFECTIVE DATE OF COVERAGE**

*You* must enroll in a manner acceptable to the *Plan Manager*.

1. If *your* completed enrollment is received by the *Plan Manager* before *your* eligibility date or within thirty-one (31) days after *your* eligibility date, *you* are a *timely applicant* and *your* coverage is effective on *your* eligibility date.
2. If *your* completed enrollment is received by the *Plan Manager* more than thirty-one (31) days after *your* eligibility date, *you* are a *late applicant*. *Your* coverage is effective on the first of the month following receipt of completed enrollment.

### **DEPENDENT ELIGIBILITY**

Each *dependent* is eligible for coverage on:

1. The date the *employee* is eligible for coverage, if he or she has *dependents* who may be covered on that date; or
2. The date of the *employee's* marriage for any *dependent* acquired on that date; or
3. The date of birth of the *employee's* natural-born child; or
4. The date a child is placed for adoption under the *employee's* legal guardianship, or the date which the *employee* incurs a legal obligation for total or partial support in anticipation of adoption; or
5. The date a covered *employee's* child is determined to be eligible as an alternate recipient under the terms of a medical child support order.

The covered *employee* may cover *dependents* only if the *employee* is also covered. Check with *your employer* immediately on how to enroll for *dependent* coverage.



## **Eligibility and Effective Date of Coverage Continued**

### **DEPENDENT EFFECTIVE DATE OF COVERAGE – WHEN A CHANGE IN THE EMPLOYEE’S LEVEL OF COVERAGE IS NOT REQUIRED**

If the *employee* wishes to add a newborn *dependent* to the Plan and a change in the *employee’s* level of coverage is not required, enrollment must be completed and submitted to the *Plan Manager*.

The newborn *dependent* will be covered on the date he or she is eligible.

If the *employee* wishes to add a *dependent* (other than a newborn) to the Plan and a change in the *employee’s* level of coverage is not required, the *dependent’s* effective date of coverage is determined as follows:

1. If completed enrollment is received by the *Plan Manager* before the *dependent’s* eligibility date or within thirty-one (31) days after the *dependent’s* eligibility date, that *dependent* is a *timely applicant* and covered on the date he or she is eligible.
2. If completed enrollment is received by the *Plan Manager* more than thirty-one (31) days after the *dependent’s* eligibility date, the *dependent* is a *late applicant*.

No *dependent’s* effective date will be prior to the covered *employee’s* effective date of coverage. If your *dependent* child becomes an eligible *employee* of the *employer*, he or she is no longer eligible as your *dependent* and must make application as an eligible *employee*.

### **DEPENDENT EFFECTIVE DATE OF COVERAGE – WHEN A CHANGE IN THE EMPLOYEE’S LEVEL OF COVERAGE IS REQUIRED**

If the *employee* wishes to add a *dependent* to the Plan and a change in the *employee’s* level of coverage is required, enrollment must be completed and submitted to the *Plan Manager*.

The *dependent’s* effective date of coverage is determined as follows:

1. If completed enrollment is received by the *Plan Manager* before the *dependent’s* eligibility date or within thirty-one (31) days after the *dependent’s* eligibility date, that *dependent* is a *timely applicant* and covered on the date he or she is eligible.
2. If completed enrollment is received by the *Plan Manager* more than thirty-one (31) days after the *dependent’s* eligibility date, the *dependent* is a *late applicant*.

No *dependent’s* effective date will be prior to the covered *employee’s* effective date of coverage. If your *dependent* child becomes an eligible *employee* of the *employer*, he or she is no longer eligible as your *dependent* and must make application as an eligible *employee*.

## Eligibility and Effective Date of Coverage Continued

### MEDICAL CHILD SUPPORT ORDERS

An individual who is a child of a covered *employee* shall be enrolled for coverage under the Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered *employee's* child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under the Plan; and (e) is “qualified” in that it meets the technical requirements of applicable law. QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under the Plan for the *dependent* child of a non-custodial parent who is (or will become) a *covered person* by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the Plan Administrator.

### SPECIAL PROVISIONS

*Your* coverage will terminate immediately during part-time status, layoff, approved leave of absence, period of total disability or approved military leave of absence.

### REINSTATEMENT OF COVERAGE

If *your* coverage under the Plan was terminated after a period of one (1) of the following, *your* effective date of coverage and eligibility requirements are as shown below:

Layoff	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.
Medical Leave of Absence (other than FMLA)	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.
Total Disability	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.
Non-Medical Leave of Absence	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.

## Eligibility and Effective Date of Coverage Continued

Military Leave of Absence (other than USERRA)	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.
Part-Time Status	Coverage is effective on the day <i>you</i> return to work. The eligibility period requirement will be waived with respect to the reinstatement of <i>your</i> coverage.
Uniformed Services Employment and Reemployment Rights Act of 1994	Coverage is effective immediately on the day <i>you</i> return to work. Eligibility waiting periods will be imposed only to the extent they were applicable prior to the period of service in the uniformed services.

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

If *you* are granted a leave of absence (Leave) by the *employer* as required by the Federal Family and Medical Leave Act, *you* may continue to be covered under the Plan for the duration of the Leave under the same conditions as other *employees* who are in an *eligible class* and covered by the Plan. If *you* choose to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date *you* return to an *eligible class* immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if *you* had been continuously covered.

## RETIREE COVERAGE

An early *retiree* may be eligible for coverage under this Plan as defined by the Wisconsin Retirement System. Any *dependents* acquired through marriage after early retirement may be added through timely enrollment. *Retirees* are eligible for coverage under the Dental Plan until age sixty-five (65).

## SURVIVORSHIP COVERAGE

If the *employee* dies while covered under this Plan, the surviving spouse and any eligible *dependent* children may continue coverage under this Plan until the spouse reaches sixty-five (65) years of age and *dependent* children reach twenty-seven (27) years of age (see the Kewaunee County Human Resources department to determine *dependent* children limiting age requirements.), subsequent to the *employee's* date of death. After the spouse and/or *dependent* children reach the age limit following the *employee's* date of death, coverage is then available through the COBRA provision. If the surviving spouse remarries, coverage under this Plan will continue for the surviving spouse until he/she reaches age sixty-five (65). Any *dependents* acquired through the remarriage of the *employee's* surviving spouse may be added through timely enrollment.

## Eligibility and Effective Date of Coverage Continued

### SPECIAL ENROLLMENT

If *you* previously declined coverage under this Plan for *yourself* or any eligible *dependents*, due to the existence of other dental coverage (including COBRA), and that coverage is now lost, this Plan permits *you*, *your dependent* spouse, and any eligible *dependents* to be enrolled for dental benefits under this Plan due to any of the following qualifying events:

1. Loss of eligibility for the coverage due to any of the following:
  - a. Legal separation;
  - b. Divorce;
  - c. Cessation of *dependent* status (such as attaining the limiting age);
  - d. Death;
  - e. Termination of employment;
  - f. Reduction in the number of hours of employment;
  - g. Meeting or exceeding a lifetime limit on all benefits;
  - h. Plan no longer offering benefits to a class of similarly situated individuals, which includes the *employee*;
  - i. Any loss of eligibility after a period that is measured by reference to any of the foregoing.

However, loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).

2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former employer (of the individual or another person) that was contributing to coverage for the individual.
3. COBRA coverage under the other plan has since been exhausted.

The previously listed qualifying events apply only if *you* stated in writing at the previous enrollment the other dental coverage was the reason for declining enrollment, but only if *your employer* requires a written waiver of coverage which includes a warning of the penalties imposed on late enrollees.

If *you* are a covered *employee* or an otherwise eligible *employee*, who either did not enroll or did not enroll *dependents* when eligible, *you* now have the opportunity to enroll *yourself* and/or any previously eligible *dependents* or any newly acquired *dependents* when due to any of the following changes:

1. Marriage;
2. Birth;
3. Adoption or placement for adoption;
4. Loss of eligibility due to termination of Medicaid or State Children's Health Insurance Program (SCHIP) coverage; or
5. Eligibility for premium assistance subsidy under Medicaid or SCHIP.

## **Eligibility and Effective Date of Coverage Continued**

*You* may elect coverage under this Plan and will be considered a timely applicant provided completed enrollment is received within thirty-one (31) days from the qualifying event or sixty (60) days from such event as identified in #4 and #5 above. *You* MUST provide proof that the qualifying event has occurred due to one (1) of the reasons listed, before coverage under this Plan will be effective. Coverage under this Plan will be effective the first of the month following receipt of completed enrollment, unless otherwise specified in this section.

In the case of a *dependent's* birth, enrollment is effective on the date of such birth.

In the case of a *dependent's* adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.

If *you* apply more than thirty-one (31) days after a qualifying event or sixty (60) days from such event as identified in #4 and #5 above, *you* are considered a *late applicant*.

Please see *your employer* for more details.

## TERMINATION OF COVERAGE

Coverage terminates on the earliest of the following:

1. The date the Plan terminates;
2. The end of the period for which any required contribution was due and not paid;
3. The date *you* enter full-time military, naval or air service;
4. The date *you* fail to be in an *eligible class* of persons according to the eligibility requirements of the *employer*;
5. For all *employees*, immediately following termination of employment with *your employer*;
6. For all *employees*, immediately following *your* retirement, except coverage may continue as indicated in the Retiree Coverage provision;
7. For any benefit, the date the benefit is removed from the Plan;
8. For *your dependents*, the date *your* coverage terminates;
9. **Effective prior to January 1, 2010:** For a *dependent*, the date the *dependent* enters full-time military, naval or air service;
10. For a *dependent*, the date such *covered person* no longer meets the definition of *dependent*; or
11. The date *you* request termination of coverage to be effective for yourself and/or *your dependents*.

IF *YOU* OR ANY OF *YOUR COVERED DEPENDENTS* NO LONGER MEET THE ELIGIBILITY REQUIREMENTS, *YOU* AND *YOUR EMPLOYER* ARE RESPONSIBLE FOR NOTIFYING THE *PLAN MANAGER* OF THE CHANGE IN STATUS. COVERAGE WILL NOT CONTINUE BEYOND THE LAST DATE OF ELIGIBILITY EVEN IF SUCH NOTICE HAS NOT BEEN GIVEN TO THE *PLAN MANAGER*.

## CONTINUATION OF DENTAL BENEFITS

### THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

#### CONTINUATION OF BENEFITS

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was signed into law. This federal law applies to employers with twenty (20) or more employees. The law requires that employers offer employees and/or their dependents continuation of dental coverage at group rates in certain instances where there is a loss of group insurance coverage.

#### ELIGIBILITY

A qualified beneficiary under COBRA law means an *employee*, *employee's* spouse or *dependent* child covered by the Plan on the day before a qualifying event. A qualified beneficiary under COBRA law also includes a child born to the *employee* during the coverage period or a child placed for adoption with the *employee* during the coverage period.

**EMPLOYEE:** An *employee* covered by the *employer's* Plan has the right to elect continuation coverage if coverage is lost due to one (1) of the following qualifying events:

- Termination (for reasons other than gross misconduct, as defined by *your employer*) of the *employee's* employment or reduction in the hours of *employee's* employment; or
- Termination of *retiree* coverage when the former *employer* discontinues *retiree* coverage within one (1) year before or one (1) year after filing for Chapter 11 bankruptcy.

**SPOUSE:** A spouse covered by the *employer's* Plan has the right to elect continuation coverage if the group coverage is lost due to one (1) of the following qualifying events:

- The death of the *employee*;
- Termination of the *employee's* employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction of the *employee's* hours of employment with the *employer*;
- Divorce or legal separation from the *employee*; or
- Termination of a *retiree* spouse's coverage when the former *employer* discontinues *retiree* coverage within one (1) year before or one (1) year after filing for Chapter 11 bankruptcy.

**DEPENDENT CHILD:** A *dependent* child covered by the *employer's* Plan has the right to continuation coverage if group coverage is lost due to one (1) of the following qualifying events:

- The death of the *employee* parent;
- The termination of the *employee* parent's employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction in the *employee* parent's hours of employment with the *employer*;
- The *employee* parent's divorce or legal separation;
- Ceasing to be a "*dependent* child" under the Plan; or
- Termination of the *retiree* parent's coverage when the former *employer* discontinues *retiree* coverage within one (1) year before or one (1) year after filing for Chapter 11 bankruptcy.

## **COBRA Continued**

### **LOSS OF COVERAGE**

Coverage is lost in connection with the foregoing qualified events, when a covered *employee*, spouse or *dependent* child ceases to be covered under the same Plan terms and conditions as in effect immediately before the qualifying event (such as an increase in the premium or contribution that must be paid for *employee*, spouse or *dependent* child coverage).

If coverage is reduced or eliminated in anticipation of an event (for example, an *employer* eliminating an *employee's* coverage in anticipation of the termination of the *employee's* employment, or an *employee* eliminating the coverage of the *employee's* spouse in anticipation of a divorce or legal separation), the reduction or elimination is disregarded in determining whether the event causes a loss of coverage.

A loss of coverage need not occur immediately after the event, so long as it occurs before the end of the Maximum Coverage Period.

### **NOTICES AND ELECTION**

The Plan provides that coverage terminates, for a spouse due to legal separation or divorce or for a child when that child loses *dependent* status. Under the law, the *employee* or qualified beneficiary has the responsibility to inform the Plan Administrator (see Plan Description Information) if one (1) of the above events has occurred. The qualified beneficiary must give this notice within sixty (60) days after the event occurs. (For example, an ex-spouse should make sure that the Plan Administrator is notified of his or her divorce, whether or not his or her coverage was reduced or eliminated in anticipation of the event). When the Plan Administrator is notified that one (1) of these events has happened, it is the Plan Administrator's responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

For a qualified beneficiary who is determined under the Social Security Act to be disabled at any time during the first sixty (60) days of COBRA coverage, the continuation coverage period may be extended eleven (11) additional months. The disability that extends the eighteen (18) month coverage period must be determined under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act. To be entitled to the extended coverage period, the disabled qualified beneficiary must provide notice to the Plan Administrator within the initial eighteen (18) month coverage period and within sixty (60) days after the date of the determination of disability under the Social Security Act. Failure to provide this notice will result in the loss of the right to extend the COBRA continuation period.

For termination of employment, reduction in work hours, the death of the *employee* or loss of *retiree* benefits due to bankruptcy, it is the Plan Administrator's responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

Under the law, continuation coverage must be elected within sixty (60) days after Plan coverage ends, or if later, sixty (60) days after the date of the notice of the right to elect continuation coverage. If continuation coverage is not elected within the sixty (60) day period, the right to elect coverage under the Plan will end.

A covered *employee* or the spouse of the covered *employee* may elect continuation coverage for all covered *dependents*, even if the covered *employee* or spouse of the covered *employee* or all covered *dependents* are covered under another dental plan (as an employee or otherwise) prior to the election. The covered *employee*, his or her spouse and *dependent* child, however, each have an independent right to elect continuation coverage. Thus a spouse or *dependent* child may elect continuation coverage even if the covered *employee* does not elect it.



## COBRA Continued

Coverage will not be provided during the election period. However, if the individual makes a timely election, coverage will be provided from the date that coverage would otherwise have been lost. If coverage is waived before the end of the sixty (60) day election period and the waiver revoked before the end of the sixty (60) day election period, coverage will be effective on the date the election of coverage is sent to the Plan Administrator.

On August 6, 2002, The Trade Act of 2002 (TAA), was signed in to law. Workers whose employment is adversely affected by international trade (increased import or shift in production to another country) may become eligible to receive TAA. TAA provides a second sixty (60) day COBRA election period for those who become eligible for assistance under TAA. Pursuant to the Trade Act of 1974, an individual who is either an eligible TAA recipient or an eligible alternative TAA recipient and who did not elect continuation coverage during the sixty (60) day COBRA election period that was a direct consequence of the TAA-related loss of coverage, may elect continuation coverage during a sixty (60) day period that begins on the first day of the month in which he or she is determined to be TAA-eligible individual, provided such election is made not later than six (6) months after the date of the TAA-related loss of coverage. Any continuation coverage elected during the second election period will begin with the first day of the second election period and not on the date on which coverage originally lapsed.

TAA created a new tax credit for certain individuals who became eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If *you* have questions about these new tax provisions, *you* may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282.

The Plan Administrator shall require documentation evidencing eligibility of TAA benefits. The Plan need not require every available document to establish evidence of TAA. The burden for evidencing TAA eligibility is that of the individual applying for coverage under the Plan.

## MAXIMUM COVERAGE PERIOD

Coverage may continue up to:

- Eighteen (18) months for an *employee* and/or *dependent* whose group coverage ended due to termination of the *employee's* employment or reduction in hours of employment;
- Thirty-six (36) months for a spouse whose coverage ended due to the death of the *employee* or *retiree*, or divorce;
- Thirty-six (36) months for a *dependent* child whose coverage ended due to the divorce of the *employee* parent, the death of the *employee*, or the child ceasing to be a *dependent* under the Plan;
- For the *retiree*, until the date of death of the *retiree* who is on continuation due to loss of coverage within one (1) year before or one (1) year after the *employer* filed Chapter 11 bankruptcy.

## **COBRA Continued**

### **DISABILITY**

An eleven (11) month extension of coverage may be available if any of the qualified beneficiaries are determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must last at least until the end of the eighteen (18) month period of continuation coverage. The qualified beneficiary must provide notice of such determination prior to the end of the initial eighteen (18) month continuation period to be entitled to the additional eleven (11) months of coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the eleven (11) month disability extension if one (1) of them qualifies. If a qualified beneficiary is determined by SSA to no longer be disabled, *you* must notify the Plan of that fact within thirty (30) days after SSA's determination.

### **SECOND QUALIFYING EVENT**

An eighteen (18) month extension of coverage will be available to spouses and *dependent* children who elect continuation coverage if a second qualifying event occurs during the first eighteen (18) months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is thirty-six (36) months. Such second qualifying event may include the death of a covered *employee*, divorce or separation from the covered *employee*, or a *dependent* child's ceasing to be eligible for coverage as a *dependent* under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. *You* must notify the Plan within sixty (60) days after the second qualifying event occurs if *you* want to extend *your* continuation coverage.

### **TERMINATION BEFORE THE END OF MAXIMUM COVERAGE PERIOD**

Continuation coverage will terminate before the end of the Maximum Coverage Period for any of the following reasons:

- The *employer* no longer provides group dental coverage to any of its *employees*;
- The premium for continuation is not paid timely;
- The individual on continuation becomes covered under another group dental plan (as an *employee* or otherwise);
- If there is a final determination under Title II or XVI of the Social Security Act that an individual is no longer disabled; however, continuation coverage will not end until the month that begins more than thirty (30) days after the determination; or
- The occurrence of any event (e.g. submission of a fraudulent claim) permitting termination of coverage for cause under the Plan.

## **COBRA Continued**

### **TYPE OF COVERAGE; PREMIUM PAYMENT**

If continuation coverage is elected, the coverage must be identical to the coverage provided under the *employer's* Plan to similarly situated non-COBRA beneficiaries. This means that if the coverage for similarly situated non-COBRA beneficiaries is modified, coverage for the individual on continuation will be modified.

The initial premium payment for continuation coverage is due by the 45th day after coverage is elected. The initial premium includes charges back to the date the continuation coverage began. All other premiums are due on the first of the month for which the premium is paid, subject to a thirty-one (31) day grace period. The *employer* must provide the individual with a quote of the total monthly premium.

Premium for continuation coverage may be increased, however, the premium may not be increased more than once in any determination period. The determination period is a twelve (12) month period which is established by the Plan.

The monthly premium payment to the Plan for continuing coverage must be submitted directly to the *employer*. This monthly premium may include the *employee's* share and any portion previously paid by the *employer*. The monthly premium must be a reasonable estimate of the cost of providing coverage under the Plan for similarly situated non-COBRA beneficiaries. The premium for COBRA continuation coverage may include a 2% administration charge. However, for qualified beneficiaries who are receiving up to eleven (11) months additional coverage (beyond the first eighteen (18) months) due to disability extension (and not a second qualifying event), the premium for COBRA continuation coverage may be up to 150% of the applicable premium for the additional months. Qualified beneficiaries who do not take the additional eleven (11) months of special coverage will pay up to 102% of the premium cost.

### **OTHER INFORMATION**

Additional information regarding rights and obligations under the Plan and under federal law may be obtained by contacting the Plan Administrator or the *Plan Manager*.

It is important for the *covered person* or qualified beneficiary to keep the Plan Administrator and *Plan Manager* informed of any changes in marital status, or a change of address.

### **PLAN CONTACT INFORMATION**

Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216  
1-920-388-7164

HumanaDental Insurance Company  
P.O. Box 14209  
Lexington, KY 40512-4209  
1-800-232-2006

# **THE UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)**

## **CONTINUATION OF BENEFITS**

Effective October 13, 1994 federal law requires that health plans must offer to continue coverage for *employees* who are absent due to service in the uniformed services and/or their *dependents*. Coverage may continue for up to twenty-four (24) months after the date the *employee* is first absent due to uniformed service.

## **ELIGIBILITY**

An *employee* is eligible for continuation under USERRA if absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, the commissioned corps of the Public Health Service or any other category of person designated by the President of the United States of America in a time of war or national emergency. Duty includes absence for active duty, active duty for training, initial active duty for training, full-time National Guard duty, inactive duty training and for the purpose of an examination to determine fitness for duty.

An *employee's dependent* who has coverage under the Plan immediately prior to the date of the *employee's* covered absence is eligible to elect continuation under USERRA.

## **PREMIUM PAYMENT**

If continuation of Plan coverage is elected under USERRA, the *employee* or *dependent* is responsible for payment of the applicable cost of coverage. If the *employee* is absent for thirty (30) days or less, the cost will be the amount the *employee* would otherwise pay for coverage. For absences exceeding thirty (30) days, the cost may be up to 102% of the cost of coverage under the Plan. This includes the *employees* share and any portion previously paid by the *employer*.

## **DURATION OF COVERAGE**

Elected continuation coverage under USERRA will continue until the earlier of:

- Twenty-four (24) months beginning the first day of absence from employment due to service in the uniformed services; or
- The day after the *employee* fails to apply for or return to employment as required by USERRA, after completion of a period of service.

Under federal law, the period of coverage available under USERRA shall run concurrently with the COBRA period available to an *employee* and/or eligible *dependents*.

## **OTHER INFORMATION**

*Employees* should contact their *employer* with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the *employer* of any changes in marital status, or a change of address.

## **COORDINATION OF BENEFITS**

### **BENEFITS SUBJECT TO THIS PROVISION**

Benefits described in this Plan are coordinated with benefits provided by other plans under which *you* are also covered. This is to prevent duplication of coverage and a resulting increase in the cost of dental coverage.

For this purpose, a plan is one which covers medical or dental expenses and provides benefits or *services* by group, franchise or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the *covered person's* membership in or connection with a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. Plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or
2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by or through an educational institution. Allowable expense means any eligible expense, a portion of which is covered under one (1) of the plans covering the person for whom claim is made. Each plan will determine what is an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of *services* rather than cash payments, the reasonable cash value of each *service* rendered will be deemed to be both an allowable expense and a benefit paid.

### **EFFECT ON BENEFITS**

One (1) of the plans involved will pay benefits first. This is called the primary plan. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the total allowable expenses incurred under the Plan and any other plans included under this provision.

### **ORDER OF BENEFIT DETERMINATION**

In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one (1) of the following conditions:

1. The plan has no coordination of benefits provision;
2. The plan covers the person as an *employee*;
3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* pays before the plan covering the other parent. If the birthdates of both parents are the same, the Plan which has covered the person for the longer period of time will be determined the primary plan;

## Coordination of Benefits Continued

If a plan other than this Plan does not include provision three (3), then the gender rule will be followed to determine which plan is primary (the plan covers the *dependent* child of a male person first when that child is covered under two (2) or more plans).

4. In the case of *dependent* children covered under the plans of divorced or separated parents, the following rules apply:
  - a. The plan of a parent who has custody will pay the benefits first;
  - b. The plan of a step-parent who has custody will pay benefits next;
  - c. The plan of a parent who does not have custody will pay benefits next;
  - d. The plan of a step-parent who does not have custody will pay benefits next.

There may be a court decree which gives one (1) parent financial responsibility for the medical or dental expenses of the *dependent* children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay benefits first.

5. If a person is laid off or is retired or is a *dependent* of such person, that plan covers after the plan covering such person as an active *employee* or *dependent* of such *employee*. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored.

If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

## RIGHT OF RECOVERY

The Plan reserves the right to recover benefit payments made for an allowable expense under the Plan in the amount which exceeds the maximum amount the Plan is required to pay under these provisions. This right of recovery applies to the Plan against:

1. Any person(s) to, for or with respect to whom, such payments were made; or
2. Any other insurance companies, or organizations which according to these provisions, owe benefits due for the same allowable expense under any other plan.

The Plan alone will determine against whom this right of recovery will be exercised.

## REIMBURSEMENT/SUBROGATION

The *beneficiary* agrees that by accepting and in return for the payment of *covered expenses* by the Plan in accordance with the terms of this Plan:

1. The Plan shall be repaid the full amount of the *covered expenses* it pays from any amount received from others for the *accidental injuries* or losses which necessitated such *covered expenses*. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, workers' compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole.
2. The Plan's right to repayment is, and shall be, prior and superior to the right of any other person or entity, including the *beneficiary*.
3. The right to recover amounts from others for the *accidental injuries* or losses which necessitate *covered expenses* is jointly owned by the Plan and the *beneficiary*. The Plan is subrogated to the *beneficiary's* rights to that extent. Regardless of who pursues those rights, the funds recovered shall be used to reimburse the Plan as prescribed above; the Plan has no obligation to pursue the rights for an amount greater than the amount that it has paid, or may pay in the future. The rights to which the Plan is subrogated are, and shall be, prior and superior to the rights of any other person or entity, including the *beneficiary*.
4. The *beneficiary* will cooperate with the Plan in any effort to recover from others for the *accidental injuries* or losses which necessitate *covered expense* payments by the Plan. The *beneficiary* will notify the Plan immediately of any claim asserted and any settlement entered into, and will do nothing at any time to prejudice the rights and interests of the Plan. Neither the Plan nor the *beneficiary* shall be entitled to costs or attorney fees from the other for the prosecution of the claim.

## RIGHT TO COLLECT NEEDED INFORMATION

The *beneficiary* agrees to cooperate with the *Plan Manager* and assist the *Plan Manager* by:

- Authorizing the release of dental information including the names of all providers from whom *you* received dental attention;
- Obtaining dental information and/or records from any provider as requested by the *Plan Manager*;
- Providing information regarding the circumstances of *your accidental injury*;
- Providing information about other insurance coverage and benefits, including information related to any *accidental injury* for which another party may be liable to pay compensation or benefits; and
- Providing information the *Plan Manager* requests to administer the Plan.

Failure to provide the necessary information will result in denial of any pending or subsequent claims, pertaining to an *accidental injury* for which the information is sought, until the necessary information is satisfactorily provided.

## **Reimbursement/Subrogation Continued**

### **DUTY TO COOPERATE IN GOOD FAITH**

The *beneficiary* agrees to cooperate with the *Plan Manager* in order to protect the Plan's recovery rights. Cooperation includes promptly notifying the *Plan Manager* that *you* may have a claim, providing the *Plan Manager* with relevant information, and signing and delivering such documents as the *Plan Manager* reasonably request to secure the Plan's recovery rights. *You* agree to obtain the Plan's consent before releasing any party from liability for payment of dental expenses. *You* agree to provide the *Plan Manager* with a copy of any summons, complaint or any other process served in any lawsuit in which *you* seek to recover compensation for *your accidental injury* and its treatment.

The *beneficiary* agrees to do whatever is necessary to enable the *Plan Manager* to enforce the Plan's recovery rights and will do nothing after loss to prejudice the Plan's recovery rights.

The *beneficiary* agrees not to attempt to avoid the Plan's recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

Failure of the *covered person* to provide the *Plan Manager* such notice or cooperation, or any action by the *covered person* resulting in prejudice to the Plan's rights will be a material breach of this Plan and will result in the *covered person* being personally responsible to make repayment. In such an event, the Plan may deduct from any pending or subsequent claim made under this Plan any amounts the *covered person* owes the Plan until such time as cooperation is provided and the prejudice ceases.



## **GENERAL PROVISIONS**

The following provisions are to protect *your* legal rights and the legal rights of the Plan.

### **CONTESTABILITY**

The Plan has the right to contest the validity of *your* coverage under the Plan at any time.

### **RIGHT TO REQUEST OVERPAYMENTS**

The Plan reserves the right to recover any payments made by the Plan that were:

1. Made in error; or
2. Made to *you* or any party on *your* behalf where the Plan determines the payment to *you* or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against *you* if the Plan has paid *you* or any other party on *your* behalf.

### **MEDICAID**

This Plan will not take into account the fact that an *employee* or *dependent* is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law which provides that the state has acquired the rights with respect to a covered *employee* to the benefits payment.

### **WORKERS' COMPENSATION NOT AFFECTED**

The Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers' Compensation or Occupational Disease Act or Law.

### **WORKERS' COMPENSATION**

If benefits are paid by the Plan and the Plan determines *you* received Workers' Compensation for the same incident, the Plan has the right to recover as described under the Reimbursement/Subrogation provision. The Plan will exercise its right to recover against *you* even though:

1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
2. No final determination is made that an *accidental injury* was sustained in the course of or resulted from *your* employment;

## **General Provisions Continued**

3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by *you* or the Workers' Compensation carrier;
4. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

The dental benefits are specifically excluded from the Workers' Compensation settlement or compromise.

*You* hereby agree that, in consideration for the coverage provided by the Plan, *you* will notify the *Plan Manager* of any Workers' Compensation claim *you* make, and that *you* agree to reimburse the Plan as described above.

## **CONSTRUCTION OF PLAN TERMS**

The Plan has the sole right to construe and prescribe the meaning, scope and application of each and all of the terms of the Plan, including, without limitation, the benefits provided thereunder, the obligations of the *beneficiary* and the recovery rights of the Plan; such construction and prescription by the Plan shall be final and uncontestable.

## **PRIVACY OF PROTECTED HEALTH INFORMATION**

The Plan is required by law to maintain the privacy of *your protected health information* in all forms including written, oral and electronically maintained, stored and transmitted information and to provide individuals with notice of the Plan's legal duties and privacy practices with respect to *protected health information*.

The Plan has policies and procedures specifically designed to protect *your* health information when it is in electronic format. This includes administrative, physical and technical safeguards to ensure that *your* health information cannot be inappropriately accessed while it is stored and transmitted to the *Plan Manager* and others that support the Plan.

In order for the Plan to operate, it may be necessary from time to time for health care professionals, the Plan Administrator, individuals who perform Plan-related functions under the auspices of the Plan Administrator, the *Plan Manager* and other service providers that have been engaged to assist the Plan in discharging its obligations with respect to delivery of benefits, to have access to what is referred to as *protected health information*.

A *covered person* will be deemed to have consented to use of *protected health information* about him or her for the sole purpose of health care operations by virtue of enrollment in the Plan. The Plan must obtain authorization from a *covered person* to use *protected health information* for any other purpose.

Individually identifiable health information will only be used or disclosed for purposes of Plan operation or benefits delivery. In that regard, only the minimum necessary disclosure will be allowed. The Plan Administrator, *Plan Manager*, and other entities given access to *protected health information*, as permitted by applicable law, will safeguard *protected health information* to ensure that the information is not improperly disclosed.

## General Provisions Continued

Disclosure of *protected health information* is improper if it is not allowed by law or if it is made for any purpose other than Plan operation or benefits delivery without authorization. Disclosure for Plan purposes to persons authorized to receive *protected health information* may be proper, so long as the disclosure is allowed by law and appropriate under the circumstances. Improper disclosure includes disclosure to the *employer* for employment purposes, *employee* representatives, consultants, attorneys, relatives, etc. who have not executed appropriate agreements effective to authorize such disclosure.

The *Plan Manager* will afford access to *protected health information* in its possession only as necessary to discharge its obligations as a service provider, within the restrictions noted above. Information received by the *Plan Manager* is information received on behalf of the Plan.

The *Plan Manager* will afford access to *protected health information* as reasonably directed in writing by the Plan Administrator, which shall only be made with due regard for confidentiality. In that regard, the *Plan Manager* has been directed that disclosure of *protected health information* may be made to the person(s) identified by the Plan Administrator.

Individuals who have access to *protected health information* in connection with their performance of Plan-related functions under the auspices of the Plan Administrator will be trained in these privacy policies and relevant procedures prior to being granted any access to *protected health information*. The *Plan Manager* and other Plan service providers will be required to safeguard *protected health information* against improper disclosure through contractual arrangements.

In addition, *you* should know that the *employer / Plan Sponsor* may legally have access, on an as-needed basis, to limited health information for the purpose of determining Plan costs, contributions, Plan design, and whether Plan modifications are warranted. In addition, federal regulators such as the Department of Health and Human Services and the Department of Labor may legally require access to *protected health information* to police federal legal requirements about privacy.

*Covered persons* may have access to *protected health information* about them that is in the possession of the Plan, and they may make changes to correct errors. *Covered persons* are also entitled to an accounting of all disclosures that may be made by any person who acquires access to *protected health information* concerning them and uses it other than for Plan operation or benefits delivery. In this regard, please contact the Plan Administrator.

*Covered persons* are urged to contact the originating health care professional with respect to dental information that may have been acquired from them, as those items of information are relevant to dental care and treatment. And finally, *covered persons* may consent to disclosure of *protected health information*, as they please.

## CLAIMS PROCEDURES

### SUBMITTING A CLAIM

This section describes what a *covered person* (or his or her authorized representative) must do to file a claim for Plan benefits.

- A claim must be filed with the *Plan Manager* in writing and delivered to the *Plan Manager*, by mail, postage prepaid, by FAX, or by e-mail. However, a submission to obtain pre-authorization may also be filed with the *Plan Manager* by telephone (this applies only with respect to *urgent care claims*).
- Claims must be submitted to the *Plan Manager* at the address indicated in the documents describing the Plan or *claimant's* identification card. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address.
- Also, claims submissions must be in a format acceptable to the *Plan Manager* and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of *protected health information* and/or electronic claims standards will not be accepted by the Plan.
- Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than eighteen (18) months after the date of loss, except if *you* were legally incapacitated. Plan benefits are only available for claims that are incurred by a *covered person* during the period that he or she is covered under the Plan.
- Claims submissions must be complete. They must contain, at a minimum:
  - ◆ The name of the *covered person* who incurred the *covered expense*;
  - ◆ The name and address of the dental provider;
  - ◆ The diagnosis of the condition;
  - ◆ The procedure or nature of the treatment;
  - ◆ The date of and place where the procedure or treatment has been or will be provided;
  - ◆ The amount billed and the amount of the *covered expense* not paid through coverage other than Plan coverage, as appropriate;
  - ◆ Evidence that substantiates the nature, amount, and timeliness of each *covered expense* in a format that is acceptable according to industry standards and in compliance with applicable law.

Presentation of a prescription to a pharmacy does not constitute a claim. If a *covered person* is required to pay the cost of a covered prescription drug, however, he or she may submit a claim based on that amount to the *Plan Manager* or medical plan.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of the Plan, should be directed to the Plan Administrator.

## Claims Procedures Continued

Dental claims and correspondence should be mailed to:

HumanaDental Claims Office  
P.O. Box 14611  
Lexington, KY 40512-4611

## PROCEDURAL DEFECTS

If a *pre-service claim* submission is not made in accordance with the Plan's procedural requirements, the *Plan Manager* will notify the *claimant* of the procedural deficiency and how it may be cured no later than within five (5) days (or within twenty-four (24) hours, in the case of an *urgent care claim*) following the failure. A *post-service claim* that is not submitted in accordance with these claims procedures will be returned to the submitter.

## ASSIGNMENTS AND REPRESENTATIVES

A *covered person* may assign his or her right to receive Plan benefits to a dental provider only with the consent of the *Plan Manager*, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by the *Plan Manager*, then the Plan will not consider an assignment to have been made. An assignment is not binding on the Plan until the *Plan Manager* receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a dental provider submits claims on behalf of a *covered person*, benefits will be paid to that dental provider.

In addition, a *covered person* may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The designation must be explicitly stated in writing and it must authorize disclosure of *protected health information* with respect to the claim by the Plan, the *Plan Manager* and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by the *Plan Manager*, then the Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to the *Plan Manager* in advance, or at the time an authorized representative commences a course of action on behalf of a *claimant*. At the same time, the authorized representative should also provide notice of commencement of the action on behalf of the *claimant* to the *claimant*, which the *Plan Manager* may verify with the *claimant* prior to recognizing the authorized representative status.
- In any event, a dental provider with knowledge of a *claimant's* dental condition acting in connection with an *urgent care claim* will be recognized by the Plan as the *claimant's* authorized representative.

*Covered persons* should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the *covered person*, such as whether and how to appeal a claim denial.

## Claims Procedures Continued

### CLAIMS DECISIONS

After submission of a claim by a *claimant*, the *Plan Manager* will notify the *claimant* within a reasonable time, as follows:

#### PRE-SERVICE CLAIMS

The *Plan Manager* will notify the *claimant* of a favorable or adverse determination within a reasonable time appropriate to the dental circumstances, but no later than fifteen (15) days after receipt of the claim by the Plan.

However, this period may be extended by an additional fifteen (15) days, if the *Plan Manager* determines that the extension is necessary due to matters beyond the control of the Plan. The *Plan Manager* will notify the affected *claimant* of the extension before the end of the initial fifteen (15) day period, the circumstances requiring the extension, and the date by which the Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least forty-five (45) days from the date the notice is received to provide the specified information.

#### URGENT CARE CLAIMS

The *Plan Manager* will determine whether a claim is an *urgent care claim*. This determination will be made on the basis of information furnished by or on behalf of a *claimant*. In making this determination, the *Plan Manager* will exercise its judgment, with deference to the judgment of a *dentist* with knowledge of the *claimant's* condition. Accordingly, the *Plan Manager* may require a *claimant* to clarify the dental urgency and circumstances that support the *urgent care claim* for expedited decision-making.

The *Plan Manager* will notify the *claimant* of a favorable or adverse determination as soon as possible, taking into account the dental circumstances particular to the *claimant's* situation, but not later than seventy-two (72) hours after receipt of the *urgent care claim* by the Plan.

However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under the Plan, notice will be provided by the *Plan Manager* as soon as possible, but not more than twenty-four (24) hours after receipt of the *urgent care claim* by the Plan. The notice will describe the specific information necessary to complete the claim.

- The *claimant* will have a reasonable amount of time, taking into account his or her circumstances, to provide the necessary information but not less than forty-eight (48) hours.
- The *Plan Manager* will notify the *claimant* of the Plan's *urgent care claim* determination as soon as possible, but in no event more than forty-eight (48) hours after the earlier of:
  1. The Plan's receipt of the specified information; or
  2. The end of the period afforded the *claimant* to provide the specified additional information.

## **Claims Procedures Continued**

### **CONCURRENT CARE DECISIONS**

The *Plan Manager* will notify a *claimant* of a *concurrent care decision* that involves a reduction in or termination of benefits that have been pre-authorized. The *Plan Manager* will provide the notice sufficiently in advance of the reduction or termination to allow the *claimant* to appeal and obtain a determination on review of the adverse determination before the benefit is reduced or terminated.

A request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by the *Plan Manager* as soon as possible, taking into account the dental circumstances. The *Plan Manager* will notify a *claimant* of the benefit determination, whether adverse or not within twenty-four (24) hours after receipt of the claim by the Plan, provided that the claim is submitted to the Plan at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments.

### **POST-SERVICE CLAIMS**

The *Plan Manager* will notify the *claimant* of a favorable or adverse determination within a reasonable time, but not later than thirty (30) days after receipt of the claim by the Plan.

However, this period may be extended by an additional fifteen (15) days, if the *Plan Manager* determines that the extension is necessary due to matters beyond the control of the Plan. The *Plan Manager* will notify the affected *claimant* of the extension before the end of the initial thirty (30) day period, the circumstances requiring the extension, and the date by which the Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least forty-five (45) days from the date the notice is received to provide the specified information. The *Plan Manager* will make a decision no later than fifteen (15) days after the earlier of the date on which the information provided by the *claimant* is received by the Plan or the expiration of the time allowed for submission of the additional information.

## **TIMES FOR DECISIONS**

The periods of time for claims decisions presented above begin when a claim is received by the Plan, in accordance with these claims procedures.

## **PAYMENT OF CLAIMS**

Many *dentists* will request an assignment of benefits as a matter of convenience to both *dentist* and patient. Also as a matter of convenience, the *Plan Manager* will, in its sole discretion, assume that an assignment of benefits has been made to certain *dentists*. In those instances, the *Plan Manager* will make direct payment to the *dentist's* office, unless the *Plan Manager* is advised in writing that *you* have already paid the bill. If *you* have paid the bill please indicate on the original statement "paid by *employee*" and send it directly to the *Plan Manager*. *You* will receive a written explanation of an adverse determination. The *Plan Manager* reserves the right to request any information required to determine benefits or process a claim. *You* or the provider of *services* will be contacted if additional information is needed to process *your* claim.

## Claims Procedures Continued

When an *employee's* child is subject to a medical child support order, the *Plan Manager* will make reimbursement of eligible expenses paid by *you*, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the medical child support order.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for *you* and *your dependents* as required under state Medicaid law.

Benefits payable on behalf of *you* or *your* covered *dependent* after death will be paid, at the Plan's option, to *your* personal representative (intestate) or *your* estate.

The *Plan Manager* will rely upon an affidavit to determine benefit payment, unless it receives written notice of valid claim before payment is made. The affidavit will release the Plan from further liability.

Any payment made by the *Plan Manager* in good faith will fully discharge it to the extent of such payment.

Payments due under the Plan will be paid upon receipt of written proof of loss.

## INITIAL DENIAL NOTICES

Notice of a claim denial (including a partial denial) will be provided to *claimants* by mail, postage prepaid, by FAX, or by e-mail, as appropriate, within the time frames noted above.

However, notices of adverse decisions involving *urgent care claims* may be provided to a *claimant* orally within the time frames noted above for expedited *urgent care claim* decisions. If oral notice is given, written notification will be provided to the *claimant* no later than three (3) days after the oral notification.

A claims denial notice will state the specific reason or reasons for the adverse determination, the specific Plan provisions on which the determination is based, and a description of the Plan's review procedures and associated timeline. The notice will also include a description of any additional material or information necessary for the *claimant* to perfect the claim and an explanation of why such material or information is necessary.

The notice will describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the *claimant's* right to bring a civil action.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the adverse determination is based on *dental necessity*, *medical necessity*, experimental, investigational or for research purposes, or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the *claimant's* dental circumstances, or a statement that such explanation will be provided free of charge upon request.

In the case of an adverse decision of an *urgent care claim*, the notice will provide a description of the Plan's expedited review procedures applicable to such claims.



## Claims Procedures Continued

### APPEALS OF ADVERSE DETERMINATIONS

A *claimant* must appeal an adverse determination within one-hundred-eighty (180) days after receiving written notice of the denial (or partial denial). With the exception of *urgent care* and *concurrent care claims*, the Plan uses a two (2) level appeals process for all adverse determinations. The *Plan Manager* will make the determination on the first level of appeal. If the *claimant* is dissatisfied with the decision on this first level of appeal, or if the *Plan Manager* fails to make a decision within the time frame indicated below, the *claimant* may appeal to the Plan Administrator. *Urgent care* and *concurrent care claims* are subject to a single level appeal process only, with the *Plan Manager* making the determination.

- A first level and second level appeal must be made by a *claimant* by means of written application, in person, or by mail (postage prepaid), addressed to:

HumanaDental Claims Office  
P.O. Box 14638  
Lexington, KY 40512-4638

Appeals of denied claims will be conducted promptly, will not defer to the initial determination, and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the *claimant* relating to the claim.

A *claimant* may review relevant documents free of charge and may submit issues and comments in writing. In addition, a *claimant* on appeal may, upon request, discover the identity of dental experts whose advice was obtained on behalf of the Plan in connection with the adverse determination being appealed, as permitted under applicable law.

If the claims denial being appealed was based in whole, or in part, on a dental judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or for research purposes, or not *dentally necessary*, *medically necessary*, or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the dental judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

## Claims Procedures Continued

### Time Periods for Decisions on Appeal – First Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

<i>Urgent Care Claims</i>	As soon as possible, but not later than seventy-two (72) hours after the <i>Plan Manager</i> receives the appeal request. (If oral notification is given, written notification will follow in hard copy or electronic format within the next three (3) days).
<i>Pre-Service Claims</i>	Within a reasonable period, but not later than fifteen (15) days after the <i>Plan Manager</i> receives the appeal request.
<i>Post-Service Claims</i>	Within a reasonable period but no later than thirty (30) days after the <i>Plan Manager</i> receives the appeal request.
<i>Concurrent Care Decisions</i>	Within the time periods specified above, depending upon the type of claim involved.

### Time Periods for Decisions on Appeal – Second Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

<i>Pre-Service Claims</i>	Within a reasonable period, but not later than fifteen (15) days after the <i>Plan Manager</i> receives the appeal request.
<i>Post-Service Claims</i>	Within a reasonable period but no later than thirty (30) days after the <i>Plan Manager</i> receives the appeal request.

## APPEAL DENIAL NOTICES

Notice of a benefit determination on appeal will be provided to *claimants* by mail, postage prepaid, by FAX, or by e-mail, as appropriate, within the time frames noted above.

A notice that a claim appeal has been denied will state the specific reason or reasons for the adverse determination and the specific Plan provisions on which the determination is based.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim on appeal. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the adverse determination is based on *dental necessity*, *medical necessity*, experimental, investigational or for research purposes, or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the *claimant's* dental circumstances, or a statement that such explanation will be provided free of charge upon request.

### **Claims Procedures Continued**

In the event of a denial of an appealed claim, the *claimant* on appeal will be entitled to receive upon request and without charge, reasonable access to and copies of any document, record or other information:

1. Relied on in making the determination;
2. Submitted, considered or generated in the course of making the benefit determination;
3. That demonstrates compliance with the administrative processes and safeguards required with respect to such determinations;
4. That constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment without regard to whether the statement was relied on.

### **EXHAUSTION**

Upon completion of the appeals process under this section, a *claimant* will have exhausted his or her administrative remedies under the Plan. If the *Plan Manager* fails to complete a claim determination or appeal within the time limits set forth above, the *claimant* may treat the claim or appeal as having been denied, and the *claimant* may proceed to the next level in the review process. After exhaustion, a *claimant* may pursue any other legal remedies available to him or her, which may include bringing a civil action.

### **LEGAL ACTIONS AND LIMITATIONS**

No action at law or inequity may be brought with respect to Plan benefits until all remedies under the Plan have been exhausted and then prior to the expiration of the applicable limitations period under applicable law.

## DEFINITIONS

**Accidental injury** means damage to the mouth, teeth, and supporting tissue, due directly to an accident and independent of all other causes. *Accidental injury* does not include damage to the teeth, appliances, or prosthetic devices which results from chewing or biting food or other substances.

**Beneficiary** means *you* and *your* covered *dependent(s)*, or legal representative of either, and anyone to whom the rights of *you* or *your* covered *dependent(s)* may pass.

**Bodily injury** means bodily damage other than a *sickness*, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.

**Calendar year** means a period of time beginning on January 1 and ending on December 31.

**Claimant** means a *covered person* (or authorized representative) who files a claim.

**Concurrent care decision** means a decision by the Plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by the Plan (other than by Plan amendment or termination) or a decision with respect to a request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that has been approved by the Plan.

**Cosmetic dentistry** means those *services* provided by *dentists* solely for the purpose of improving the appearance when form and function are satisfactory and no pathologic conditions exist.

**Covered expense** means the *maximum allowable fee* for a *dentally* or *medically necessary* covered *service* incurred by *you* or *your* covered *dependent(s)* for which benefits may be available under this Plan, subject to any *maximum benefit* and all other terms, provisions, limitations and exclusions of this Plan.

**Covered person** means the *employee* or any of the *employee's* eligible covered *dependents* enrolled for benefits provided under this Plan.

**Dentally necessary** or **dental necessity** means the extent of care and treatment which is the generally accepted, proven and established practice by most *dentists* with similar experience and training where the *service* is provided. To determine *dental necessity*, the *Plan Manager* may require preoperative dental x-rays and any other pertinent information to help determine if benefits are payable for the *service* submitted for consideration.

**Dentist** means an individual who is duly licensed to practice dentistry or perform oral surgery in the state where the dental *service* is performed and is operating within the scope of that license.

**Effective prior to January 1, 2010: Dependent** means a covered *employee's*:

1. Legally recognized spouse;
2. Unmarried natural blood related child, stepchild, legally adopted child or child placed with the *employee* for adoption, or child for which the *employee* has legal guardianship whose age is less than the limiting age. Each child must legally qualify as a *dependent* as defined by the United States Internal Revenue Service.

## Definition Dependent Continued

The limiting age for each *dependent* child is immediately upon the child turning:

- a. Nineteen (19) years; or
  - b. Twenty-five (25) years if such child is in regular full-time attendance at an accredited secondary school, college or university. The *dependent* child must be enrolled for sufficient course credits to maintain full-time status as defined by that school. A *dependent* child continues to be eligible for coverage for up to four (4) months following the close of a school term only if enrolled as a full-time student for the following school term;
3. A covered *employee's* child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;
  4. Grandchild, as long as the *employee's* covered *dependent*, who is the parent of the grandchild, is not yet age eighteen (18).

*You* must furnish satisfactory proof to the *Plan Manager* upon request that the above conditions continuously exist. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

A covered *dependent* child who attains the limiting age while covered under the Plan will remain eligible for benefits if all of the following exist at the same time:

1. Mentally retarded or permanently physically handicapped;
2. Incapable of self-sustaining employment;
3. The child meets all of the qualifications of a *dependent* as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a *dependent* on the *employee's* federal personal income tax return filed for each year of coverage; and
5. Unmarried.

*You* must furnish satisfactory proof to the *Plan Manager* that the above conditions continuously exist on and after the date the limiting age is reached. The *Plan Manager* may not request such proof more often than annually after two (2) years from the date the first proof was furnished. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

## Definition Dependent Continued

**Effective January 1, 2010:** *Dependent* means a covered *employee's*:

1. Legally recognized spouse;
2. Unmarried natural blood related child, stepchild, legally adopted child or child placed with the *employee* for adoption, or child for which the *employee* has legal guardianship, whose age is less than the limiting age. Each child must legally qualify as a *dependent* as defined under IRS or applicable state or federal statutes guidelines.

### **Limiting age and eligibility criteria:**

#### *Dependent child, other than those called to federal active duty:*

The limiting age for each *dependent* child is the end of the month he or she attains the age of twenty-seven (27) years if the child meets the following requirements:

- The child is over age seventeen (17) but less than age twenty-seven (27); and
- The child is not married; and
- The child is not eligible for coverage, or whose employer does not offer coverage, under his or her employer's group health benefit plan for which the amount of the child's premium contribution is no greater than the premium amount under *dependent* coverage.

#### *Dependent child who is called to federal active duty:*

The limiting age is any age for each *dependent* child when they meet the requirements below. *Dependent* termination is the end of the month they no longer meet these requirements.

- The child is a full-time student of any age; and
- The child is not married; and
- The child is not eligible for coverage, or whose employer does not offer coverage, under his or her employer's group health benefit plan for which the amount of the child's premium contribution is no greater than the premium amount under *dependent* coverage; and
- The child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending an institution of higher education on a full-time basis; and
- The child was under age twenty-seven (27) when first called to active duty;
- The child applies for full-time student status at an institution of higher education up to twelve (12) months after completing active duty; and
- If the child is called to active duty more than once within a four (4) year period of time, the child's age at the time of their first call to active duty will be used when determining eligibility under this Plan.

## Definition Dependent Continued

A *dependent* child continues to be eligible for coverage for:

- (1) Up to four (4) months following the close of a school term only if enrolled as a full-time student for the following school term; or
- (2) The earlier of the following if the *dependent* child takes a medically necessary leave of absence and was enrolled in this Plan on the basis of being a full-time student before the first day of the medically necessary leave of absence:
  - A) Up to one (1) year after the first day of the medically necessary leave of absence; or
  - B) The date coverage would otherwise terminate under this Plan.

The date on which the child ceases to be a full-time student due to the medically necessary leave of absence shall be the date on which the leave of absence begins.

Medically necessary leave of absence means a leave of absence for a *dependent* child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college, university or licensed technical school or had any other change in enrollment at such institution.

The medically necessary leave of absence must:

- (1) Begin due to a *bodily injury* or *sickness*;
  - (2) Be determined necessary by the *dependent* child's *qualified practitioner*. This Plan must receive written certification from the *dependent* child's *qualified practitioner* that the *dependent* child has a serious *bodily injury* or *sickness* requiring a medically necessary leave of absence; and
  - (3) Cause the *dependent* child to lose full-time student status.
3. A covered *employee's* child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;
  4. Grandchild, as long as the *employee's* covered *dependent*, who is the parent of the grandchild, is not yet age eighteen (18).

*You* must furnish satisfactory proof to the *Plan Manager* upon request that the above conditions continuously exist. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

A covered *dependent* child who attains the limiting age while covered under the Plan will remain eligible for benefits if all of the following exist at the same time:

1. Permanently mentally disabled or permanently physically handicapped;
2. Incapable of self-sustaining employment;

## Definition Dependent Continued

3. The child meets all of the qualifications of a *dependent* as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a *dependent* on the *employee's* federal personal income tax return filed for each year of coverage; and
5. Unmarried.

*You* must furnish satisfactory proof to the *Plan Manager* that the above conditions continuously exist on and after the date the limiting age is reached. The *Plan Manager* may not request such proof more often than annually after two (2) years from the date the first proof was furnished. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

**Effective January 1, 2011:** *Dependent* means a covered *employee's*:

1. Legally recognized spouse;
2. Natural blood related child, stepchild, legally adopted child or child placed with the *employee* for adoption, or child for which the *employee* has legal guardianship, whose age is less than the limiting age.

### **Limiting age and eligibility criteria:**

#### *Dependent children under age twenty-six (26):*

The limiting age for each *dependent* child is the end of the *calendar year* he or she attains the age of twenty-six (26) years, regardless if the child is:

- Married;
- A tax dependent;
- A student;
- Employed; or
- Residing with or receives financial support from *you*.

#### *Dependent children, age twenty-six (26) and older, that have not been called to federal active duty:*

The limiting age for each *dependent* child is the end of the month he or she attains the age of twenty-seven (27) years if the child meets the following requirements:

- The child is not married; and
- The child is not eligible for coverage, or whose employer does not offer coverage, under his or her employer's group health benefit plan for which the amount of the child's premium contribution is no greater than the premium amount under *dependent* coverage.



## Definition Dependent Continued

Dependent children, age twenty-six (26) and older, who are called to federal active duty:

The limiting age is any age for each *dependent* child age twenty-six (26) and older when they meet the requirements below. *Dependent* termination is the end of the month they no longer meet these requirements.

- The child is a full-time student; and
  - The child is not married; and
  - The child is not eligible for coverage, or whose employer does not offer coverage, under his or her employer's group health benefit plan for which the amount of the child's premium contribution is no greater than the premium amount under *dependent* coverage; and
  - The child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending an institution of higher education on a full-time basis; and
  - The child was under age twenty-seven (27) when first called to active duty; and
  - The child applies for full-time student status at an institution of higher education up to twelve (12) months after completing active duty; and
  - If the child is called to active duty more than once within a four (4) year period of time, the child's age at the time of their first call to active duty will be used when determining eligibility under this Plan.
3. A covered *employee's* child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;
  4. Grandchild, as long as the *employee's* covered *dependent*, who is the parent of the grandchild, is not yet age eighteen (18).

*You* must furnish satisfactory proof to the *Plan Manager* upon request that the above conditions continuously exist. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

A covered *dependent* child who attains the limiting age while covered under this Plan will remain eligible for benefits if all of the following exist at the same time:

1. Permanently mentally disabled or permanently physically handicapped;
2. Incapable of self-sustaining employment;
3. The child meets all of the qualifications of a *dependent* as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a *dependent* on the *employee's* federal personal income tax return filed for each year of coverage; and
5. Unmarried.

## Definition Dependent Continued

*You* must furnish satisfactory proof to the *Plan Manager* that the above conditions continuously exist on and after the date the limiting age is reached. The *Plan Manager* may not request such proof more often than annually after two (2) years from the date the first proof was furnished. If satisfactory proof is not submitted to the *Plan Manager*, the child's coverage will not continue beyond the last date of eligibility.

**Eligible class** means the *employee* performing on a regular full-time basis all customary occupational duties, for twenty (20) hours per week, at *your* place of employment or when required to travel for business purposes. An *employee* shall be deemed at work on each day of a regular paid vacation or a regular non-work day.

**Emergency** means the necessary procedures for treatment of pain and/or injury. *Services* include *emergency* procedures for treatment to the teeth and supporting structures.

**Employee** means *you*, as an *employee*, when *you* are permanently employed and paid a salary or earnings and are in an *eligible class* at *your employer's* place of business.

**Employer** means the sponsor of the Group Plan or any subsidiary(s).

**Expense incurred** means the actual fee charged for an incurred expense by a *covered person*. The date a *service* is provided is the *expense incurred date*.

**Expense incurred date** means the date on which:

1. The teeth are prepared for fixed bridges, crowns, inlays, or onlays;
2. The final impression is made for dentures or partials;
3. The pulp chamber of a tooth is opened for root canal therapy;
4. Periodontal surgery is performed;
5. The *service* is performed for *covered expenses* not listed under one (1), two (2), three (3) or four (4) above.

**Late applicant** means an *employee* and/or an *employee's* eligible *dependent* who applies for dental coverage more than thirty-one (31) days after the eligibility date.

**Maximum allowable fee** for a *service* means the lesser of:

1. The fee most often charged in the geographical area where the *service* was performed;
2. The fee charged by the provider for the *services*;
3. The fee which is recognized as reasonable by a prudent person;
4. The fee determined by comparing charges for similar *services* to a national data base adjusted to the geographical area where the *services* or procedures were performed; or

## Definition Maximum Allowable Fee Continued

5. The fee determined by using a national relative value scale. Relative value scale means a methodology that values medical procedures and *services* relative to each other that includes, but is not limited to, a scale in terms of difficulty, work, risk, as well as the material and outside costs of providing the *service*, as adjusted to the geographic area where the *services* or procedures were performed.

**Maximum benefit** means the maximum amount that may be payable for each *covered person*, for *expense incurred*. The applicable *maximum benefit* is shown on the Schedule of Benefits. No further benefits are payable once the *maximum benefit* is reached.

**Medically necessary** or **medical necessity** means the extent of *services* required to diagnose or treat a *bodily injury* or *sickness* which is known to be safe and effective by the majority of *qualified practitioners* who are licensed to diagnose and treat such *bodily injury* or *sickness*. Such *services* must be:

1. Performed in the least costly setting procedure required by *your* condition;
2. Not provided primarily for the convenience of the patient or the *qualified practitioner*;
3. Appropriate for and consistent with *your* symptoms or diagnosis of the *sickness* or *bodily injury* under treatment;
4. Furnished for an appropriate duration and frequency in accordance with accepted medical practices and which are appropriate for *your* symptoms, diagnosis, *sickness* or *bodily injury*; and
5. Substantiated by the records and documentation maintained by the provider of *service*.

**Medicare** means Title XVIII, Parts A and B of the Social Security Act, as enacted or amended.

**Plan Manager** means HumanaDental Insurance Company (HDIC). The *Plan Manager* provides services to the Plan Administrator, as defined under the Plan Manager Agreement. The *Plan Manager* is not the Plan Administrator or the *Plan Sponsor*.

**Plan Sponsor** means Kewaunee County.

**Plan year** means a period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year.

**Post-service claim** means any claim for a benefit under a group dental plan that is not a *pre-service claim*.

**Predetermination of benefits** means a review by the *Plan Manager* of a *dentist's* planned treatment and expected charges, including diagnostic charges, prior to the rendering of *services*.

**Pre-service claim** means a claim with respect to which the terms of the Plan condition receipt of a Plan benefit, in whole or in part, on approval of the benefit by the *Plan Manager* in advance of obtaining dental care.

## Definitions Continued

**Protected health information** means individually identifiable health information about a *covered person*, including: (a) patient records, which includes but is not limited to all health records, *dentist* and provider notes and bills and claims with respect to a *covered person*; (b) patient information, which includes patient records and all written and oral information received about a *covered person*; and (c) any other individually identifiable health information about *covered persons*.

**Qualified practitioner** means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a *bodily injury* or *sickness*, and who provides *services* within the scope of that license.

**Retiree** means *employees* who retire from Kewaunee County and who qualify to participate in a *Retiree* Plan as defined by the Wisconsin Retirement System.

**Services** means procedures, surgeries, exams, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies.

**Sickness** means a disturbance in function or structure of *your* body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of *your* body.

**Summary Plan Description (SPD)** means this document which outlines the benefits, provisions and limitations of this Plan.

**Timely applicant** means an *employee* and/or an *employee's* eligible *dependent* who applies for dental coverage within thirty-one (31) days of the eligibility date.

**Urgent care claim** means a claim for dental care or treatment with respect to which the application of the time periods for making non-urgent care determinations:

- Could seriously jeopardize the life or health of the *claimant* or the ability of the *claimant* to regain maximum function; or
- In the opinion of a *dentist* with knowledge of the *claimant's* dental condition, would subject the *claimant* to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.
- Generally, whether a claim is a claim involving urgent care will be determined by the *Plan Manager*. However, any claim that a *dentist* with knowledge of a *claimant's* dental condition determines is a “claim involving urgent care” will be treated as a “claim involving urgent care.”

**You** and **your** means *you* as the *employee* and any of *your* eligible covered *dependents*, unless otherwise indicated.



Administered by HumanaDental Insurance Company

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